



Request for Proposal for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

VOLUME 3: CONTRACTUAL AGREEMENT
(Draft Form of Contract Agreement, General Conditions of
Contract & Special Conditions of Contract)

RFP No. : IHMCL/Unified NHAI ATMS SW/2026/01

Date: 26 May 2026



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SECTION 1 — DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them hereunder:

Term	Meaning
"Agreement" / "Contract"	This Contract Agreement including all its Schedules, Appendices, and amendments thereto as mutually agreed in writing.
"Applicable Laws"	All laws, statutes, regulations, rules, orders, notifications, guidelines, and circulars in force in India as applicable to this Contract.
"Authority" / "IHMCL"	Indian Highways Management Company Limited, a company incorporated under the Companies Act, 2013, with its registered office at G-5 & 6, Sector-10, Dwarka, New Delhi – 110075.
"ATMS"	Advanced Traffic Management System — the integrated hardware, software, and communications system deployed on National Highways for real-time monitoring, incident management, and enforcement.
"Cloud Infrastructure"	The cloud compute, storage, networking, and managed services provisioned and operated by the IHMCL for NCCC (DR).
"DC"	The Primary Active Data Centre provisioned and managed by the IHMCL on-premise for NCCC.
"DR1"	The Warm Standby Disaster Recovery site provisioned by IHMCL, geographically separated from On-Premise DC, with automated failover achieving RTO <2 hours.
"Bid"	The technical and financial proposal submitted by the Successful Bidder in response to this RFP.
"Change of Scope" / "Change of Scope Order" (CSO)	Any addition, modification, or deletion to the Scope of Work as mutually agreed in writing and evidenced by a signed Change Control Note (CCN).
"Commencement Date"	The date on which the Implementation Agency commences services as notified by IHMCL following the Effective Date.
"Contract Price"	The total amount payable by IHMCL to the Implementation Agency for the full performance of the services, as specified in the Financial Bid and as set out in Schedule D — Payment Schedule.

Term	Meaning
"Contract Period"	The period commencing from the Effective Date and ending on the expiry of the O&M Period, including any extension granted by IHMCL in writing.
"CVC"	Central Vigilance Commission, Government of India.
"Deliverable"	Any tangible output, report, software module, data, or document required to be produced by the IA under this Contract.
"Effective Date"	The date of signing of this Contract Agreement by both parties, or the date on which the IA receives the Commencement Notice from IHMCL, whichever is earlier.
"Go-Live"	The date on which a specified module or the entire ATMS Platform is deployed, tested, accepted, and made operational to the satisfaction of IHMCL.
"Good Industry Practice"	The practices, methods, standards, skills, diligence, efficiency, and reliability generally expected from a reasonably skilled and experienced contractor performing the same type of undertaking.
"Implementation Agency" / "IA" / "Software Development Agency (SDA)"	M/s, the entity selected through the competitive bidding process and party to this Agreement.
"Implementation Period"	The period of 12 Months calendar months from the Effective Date during which the SDA shall design, develop, deploy, integrate, and achieve Go-Live of the Unified NHAI ATMS software.
"Integrity Pact"	The agreement between IHMCL and the SDA in the form prescribed by the Central Vigilance Commission, forming an integral part of this Contract.
"Letter of Award" (LoA)	The formal communication issued by IHMCL to the Successful Bidder communicating acceptance of the Bid and award of the Contract.
"MoRTH"	Ministry of Road Transport and Highways, Government of India.
"NHAI"	National Highways Authority of India, a statutory body constituted under the NHAI Act, 1988.
"O&M Period"	The Operations and Maintenance period of 9 Years commencing from the Go-Live date, extendable at IHMCL's discretion.
"Performance Security"	A Bank Guarantee for 10% (ten percent) of the Contract Price furnished by the SDA as security for performance of its obligations.

Term	Meaning
"Platform"	The National ATMS Software Platform to be designed, developed, deployed, and operated by the IA under this Contract.
"RFP"	The Request for Proposal document issued by IHMCL for this procurement, including all Volumes, addenda, and corrigenda.
"SLA"	Service Level Agreement — the minimum performance, availability, and quality standards the SDA must maintain, as defined in Volume 2 Appendix D.
"Scope of Work"	The complete scope of services to be performed by the IA as described in Volume 2 — Scope of Work and Requirement Specifications.
"Successful Bidder"	The Bidder selected pursuant to the evaluation process described in Volume 1 — Instructions to Bidders, to whom the LoA has been issued.

1.2 Interpretation

In this Contract Agreement, unless the context otherwise requires:

- i. References to any statute or statutory provision include references to any amendments, modifications, re-enactments, or replacements thereof;
- ii. The singular includes the plural and vice versa; references to one gender include other genders;
- iii. The word 'including' shall be construed as 'including without limitation';
- iv. References to a 'person' include natural persons, body corporates, firms, partnerships, trusts, and unincorporated associations;
- v. References to 'Clauses' and 'Schedules' are to clauses of, and schedules to, this Contract;
- vi. Headings are for convenience only and shall not affect interpretation;
- vii. In the event of any conflict between any Clause and any Schedule, the Clause shall prevail;
- viii. References to 'INR' or 'Rupees' are to Indian Rupees, the lawful currency of India;
- ix. All obligations of the SDA are continuing obligations unless expressly stated to be one-time obligations.

SECTION 2 — DRAFT FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT NO.: IHMCL / ATMS / CA / 2026 / _____

This Contract Agreement (hereinafter referred to as the "Contract" or "Agreement") is entered into on this _____ day of _____, 2026

BETWEEN

Indian Highways Management Company Limited (IHMCL), a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Indian Highways Management Company Limited G-5&6, Sector-10, Dwarka, New Delhi- 110075, Phone – 011-25074100 Extn - 1804 (hereinafter referred to as the "Authority" or "IHMCL", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors, legal representatives, and assigns) of the FIRST PART;

AND

M/s _____, a company incorporated under the provisions of the Companies Act, 1956 / 2013 having its registered office at _____ (hereinafter referred to as the "Implementation Agency" or "Software Development Agency" or "SDA/IA/Contractor", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors, permitted assigns, and legal representatives) of the SECOND PART.

(IHMCL and the Implementation Agency are hereinafter individually referred to as a "Party" and collectively as the "Parties".)

RECITALS

1. IHMCL, in its capacity as the nodal agency for ITS implementation on National Highways, issued the Request for Proposal (RFP) No. IHMCL/Unified NHAI ATMS SW/2026/01 dated _____ for Selection of software development Agency Request for Proposal for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software (hereinafter referred to as the "Project").
2. The Implementation Agency, in the ordinary course of its business, is engaged in providing technology, software development, and systems integration services. The SDA has represented to IHMCL, through its Bid submitted pursuant to the aforesaid RFP, that it possesses the required technical experience, professional skills, personnel, infrastructure, and financial capacity to execute the Project.

3. Based on the evaluation of bids received, IHMCL adjudged the Implementation Agency as the Successful Bidder and issued Letter of Award (LoA) No. _____ dated _____ for the Project.
4. The Implementation Agency accepted the LoA vide its letter of acceptance No. _____ dated _____ and has submitted the Performance Security as required under the RFP.
5. The Parties now wish to enter into this Contract Agreement to set out the terms and conditions governing the execution of the Project.

NOW THEREFORE

In consideration of the foregoing Recitals, and the mutual covenants, representations, warranties, and obligations set forth herein, the adequacy and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

OPERATIVE CLAUSES

Documents Forming Part of the Agreement

The following documents shall be deemed to form and be read and construed as an integral part of this Contract Agreement:

Volume	Title	Purpose
Volume 1	Instructions to Bidders (ITB)	Bid process, eligibility, forms & formats
Volume 2	Scope Of Work and Requirement Specifications	Functional & technical requirements for the Software
Volume 3	Contractual Agreement	GCC, SCC, Payment Terms, and Contract Schedules

Mutual Rights and Obligations

The mutual rights and obligations of the Implementation Agency and IHMCL shall be as set forth in this Contract Agreement. In particular:

- The Implementation Agency shall carry out the Services in accordance with the provisions of this Contract, the Scope of Work, the Technical Specifications, and Good Industry Practice;
- IHMCL shall make payments to the Implementation Agency in accordance with the Payment provisions of Section 4 of this Agreement;
- Both Parties shall observe and comply with all applicable Central Vigilance Commission (CVC) guidelines, NHAI procurement norms, and all Applicable Laws.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Contract Agreement through their duly authorised representatives on the day and year first written above.

<p>FOR AND ON BEHALF OF INDIAN HIGHWAYS MANAGEMENT COMPANY LIMITED</p> <p>(Authorised Signatory)</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p> <p>Place: _____</p>	<p>FOR AND ON BEHALF OF M/s</p> <p>_____</p> <p>(Authorised Signatory)</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p> <p>Place: _____</p>
<p>WITNESS 1:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Address: _____</p>	<p>WITNESS 2:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Address: _____</p>

SECTION 3 — GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Governing Law and Jurisdiction

This Contract Agreement shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

3.2 Language

This Contract shall be governed by and construed in accordance with the laws of India. The language of this Contract and all communications, notices, and documents hereunder shall be English. All proceedings before any court, tribunal, or arbitral panel in connection with this Contract shall be in English. Courts at New Delhi shall have exclusive jurisdiction in respect of all disputes not resolved through the dispute resolution mechanism.

3.3 Effectiveness of Contract

This Contract shall come into effect on the Effective Date (being the date of execution of the Contract Agreement). The IA shall commence the Implementation Services within 7 (seven) calendar days of the Effective Date and shall demobilise, obtain all necessary approvals, and appoint Key Personnel as specified in Schedule G within 15 (fifteen) days of the Effective Date.

3.4 Priority of Documents

In the event of conflict, ambiguity, or inconsistency between the documents forming this Agreement, the following order of precedence shall apply (in descending order of priority):

1. This Contract Agreement (Sections 2 through 12)
2. Letter of Award (Appendix B)
3. General Conditions of Contract (this Section 3)
4. Special Conditions of Contract (Section 4)
5. Schedules (A through G)
6. Volume 2 — Scope of Work and Requirements Specifications
7. Volume 1 — Instructions to Bidders
8. The Successful Bidder's Technical and Financial Bid (Appendices A and E)
9. Addenda and Corrigenda to the RFP

3.5 Commencement and Duration

The Implementation Agency shall commence the Services on the Commencement Date notified by IHMCL. The Contract Period shall comprise:

- i. Implementation Period: 12 Months calendar months from the Effective Date, for design, development, deployment, and Go-Live of the Platform.
- ii. O&M Period: 9 Years from the Go-Live date, extendable at IHMCL's sole discretion by written notice at least 30 days before expiry.

-
- iii. The Total Contract Period (Implementation + O&M) shall therefore be approximately 10 years (12 months Implementation + 9 years O&M).

3.6 Scope of Work

The Implementation Agency shall design, develop, deploy, integrate, operate, and maintain the Unified NHAI ATMS software as detailed in Volume 2 — Scope of work and Requirements Specifications and Schedule B. The SDA shall be responsible for:

- i. Design and architecture of the complete ATMS Platform (NCCC, RCCC, and LCCC layers);
- ii. Software development, testing, and integration with field equipment;
- iii. Configuration of all LCCC nodes over the 10-year tenure.
- iv. Integration with Government systems (VAHAN, SARATHI, FASTag/NETC, State ICCCs, Police, Courts);
- v. Providing 24x7 Operations Support Centre (NOC/SOC), helpdesk, and incident management services during the O&M Period
- vi. Deployment on approved cloud infrastructure compliant with MeitY and NCIIPC guidelines;
- vii. Commissioning, Go-Live, User Acceptance Testing (UAT), and handover;
- viii. Operations & Maintenance during the O&M Period including SLA compliance;
- ix. Training and capacity building for IHMCL personnel;
- x. Knowledge transfer and exit management.
- xi. Conducting annual software upgrades, security patching, and compliance activities;
- xii. Implementing and maintaining a cybersecurity framework compliant with NCIIPC guidelines, MeitY Cloud Security Policy, ISO 27001:2022, OWASP standards, and Zero Trust Architecture;
- xiii. Maintaining complete documentation and an Asset Registry per Schedule A;
- xiv. Submitting all Deliverables as specified in Schedule B within the stipulated timelines;

3.7 Relationship Between the Parties

The SDA is an independent contractor of IHMCL. Nothing in this Contract shall create or be deemed to create any partnership, joint venture, principal-agent, or employer-employee relationship between IHMCL and the SDA. The SDA shall not represent itself as an agent or representative of IHMCL. The SDA shall have no authority to bind or commit IHMCL in any manner without prior written authorisation.

3.8 Assignment

Neither party may assign, transfer, or otherwise dispose of any of its rights, interests, or obligations under this Contract without the prior written consent of the other party. Notwithstanding the foregoing, IHMCL may assign this Contract or any of its rights and obligations hereunder to: (a) any successor entity following a Government reorganisation; or (b) any other entity as part of a Government decision, without the SDA's consent but with prior written notice of not less than 30 (thirty) days. Any purported assignment in breach of this Clause shall be void.

3.9 Notices

All notices, communications, and requests under this Agreement shall be in writing and shall be addressed as follows:

	For IHMCL	For the Implementation Agency
Addressee	Chief Operating Officer (COO), IHMCL	To be filled in upon execution
Address	Indian Highways Management Company Limited G-5&6, Sector-10, Dwarka, New Delhi- 110075	Registered Office Address
Email	tenders@ihmcl.com	To be filled in upon execution

Notices sent by email shall be deemed received on the working day following transmission. Notices sent by registered post / courier shall be deemed received 3 (three) working days after dispatch.

3.10 Audit and Inspection

The Implementation Agency shall maintain accurate, complete, and up-to-date financial and operational records in respect of the Project. IHMCL, its authorised representatives, the Comptroller and Auditor General (CAG) of India, the Central Vigilance Commission (CVC), and any other competent authority shall have the right, at any time, to:

- i. Inspect and audit the IA's systems, processes, books of accounts, and records related to this Contract;
- ii. Examine the source code, architecture, and configurations of the Platform;
- iii. Verify SLA compliance and performance data;
- iv. Commission third-party technical audits of the Platform.

The SDA shall cooperate fully with any such audit or inspection and shall preserve all records for a minimum of 7 (seven) years from the date of expiry or termination of this Contract.

3.11 Confidentiality

Each party shall treat as strictly confidential all Confidential Information received from the other party in connection with this Contract and shall not disclose it to any third party without the prior written consent of the other party, except:

- i. To its own employees, agents, or sub-contractors who need to know the information for the purposes of this Contract and who are bound by equivalent confidentiality obligations;
- ii. To the extent required by Applicable Law, judicial order, or the order of any Governmental Authority (in which case the disclosing party shall give maximum practicable advance notice to the other party);
- iii. If the information has entered the public domain otherwise than by a breach of this Clause.

'Confidential Information' means all information (in any form) marked as confidential or which a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including: IHMCL data, traffic data, security data, system architecture, Platform code and documentation, commercial terms, pricing, and technical designs.

The confidentiality obligations under this GCC shall survive expiry or termination of this Contract for a period of 5 (five) years.

The SDA shall maintain a Confidentiality Policy for its personnel and shall ensure that all personnel and sub-contractors sign non-disclosure agreements. The SDA shall immediately notify IHMCL of any actual or suspected breach of confidentiality.

3.12 Intellectual Property Rights

All IPR in any Platform, software, documentation, data, reports, designs, specifications, processes, and other work products (collectively 'Work Product') created or developed by the SDA (solely or jointly) in the performance of this Contract shall vest exclusively in IHMCL upon creation, and IHMCL shall be the first and absolute owner thereof. The IA assigns to IHMCL, with full title guarantee and free from all encumbrances, all such IPR with effect from the date of creation.

The IA shall, upon IHMCL's request, execute all such documents and do all such acts as may be required to perfect and give effect to IHMCL's ownership of the IPR.

The IA shall provide to IHMCL, in escrow or directly as directed by IHMCL, a complete copy of all source code, development environments, build scripts, test scripts, API documentation, database schemas, configuration files, and operational runbooks at the Go-Live Date and at each major version release thereafter.

For any pre-existing IPR of the IA or any third party incorporated in the Platform, the SDA shall obtain and provide IHMCL a non-exclusive, irrevocable, royalty-free, perpetual licence to use such IPR for the purposes of owning, operating, maintaining, and enhancing the Platform, without restriction. The IA warrants that it has the right to grant such licences and that such IPR does not infringe any third-party rights.

The SDA shall indemnify IHMCL against all claims, damages, and costs arising from any infringement of third-party IPR by the Work Product.

3.13 Labour Laws and Social Responsibility

The Implementation Agency shall comply with all applicable labour laws, including:

- i. The Contract Labour (Regulation and Abolition) Act, 1970
- ii. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
- iii. The Employees' State Insurance Act, 1948
- iv. The Minimum Wages Act, 1948
- v. The Payment of Bonus Act, 1965
- vi. The Payment of Gratuity Act, 1972
- vii. All other applicable Central and State labour legislations

The IA shall ensure timely payment of wages and statutory dues and shall indemnify IHMCL against any liability arising from non-compliance with labour laws. IHMCL shall not be treated as the employer of any personnel deployed by the IA.

3.14 Insurance

The Implementation Agency shall maintain, at its own cost, throughout the Contract Period, the following minimum insurance covers:

- i. Professional Indemnity Insurance: covering claims arising from negligence, errors, or omissions in the performance of services — minimum INR 5 Crores per claim.
- ii. Comprehensive General Liability Insurance: covering third-party claims for bodily injury, death, or property damage — minimum INR 2 Crores per occurrence.
- iii. Workmen's Compensation / Employer's Liability Insurance: for all IA employees deployed on the Project, as required under applicable law.
- iv. Cyber Liability Insurance: covering data breaches, cyber incidents, and system disruptions — minimum INR 5 Crores per incident.

All policies shall name IHMCL as an additional insured. Proof of insurance shall be submitted to IHMCL before the Commencement Date and on each renewal.

3.15 Severability

If any provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect.

3.16 Entire Agreement

This Contract Agreement, together with the Schedules, Appendices, and all documents referenced herein, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, warranties, memoranda of understanding, or agreements, whether oral or written, relating to the subject matter hereof.

SECTION 4 — PAYMENT TERMS AND CONDITIONS

KEY DEFINITIONS

The following terms are used throughout this payment framework and must be read consistently across Volume 1 (Financial Bid), Volume 2 (Scope of work and Requirements Specifications), and Volume 3 (Contract Agreement).

Term	Full Form	Definition
Bid Rate	Financial Bid Quoted Rate	The unit rate or lump-sum amount quoted by the Bidder in Form F-1 for a specific WP item. All payment amounts are derived from the Bid Rate.
DISC	Deployment & Integration Status Certificate	A certificate issued by IHMCL by the 3rd working day of each month. It certifies: (a) the cumulative count of active LCCCs, RCCCs, and NCCC as of the last day of the preceding month; (b) the number of new LCCCs commissioned during that month; and (c) the number of live external system integrations. The DISC is mandatory for all monthly OPEX invoices.
Active Instance	Live Deployed Instance	Any LCCC, RCCC, or NCCC at which the ATMS software has been successfully deployed, is ingesting live data, and is under IA O&M support as certified in the DISC.
Full Scale	Total Contracted Instances	688 instances — being 667 LCCCs + 20 RCCCs + 1 NCCC. This is the denominator used in all pro-rata calculations and is fixed throughout the 10-year contract period.
Pro-Rata Factor	Instance-Based Billing Fraction	Pro-Rata Factor = Cumulative Active Instances (from DISC) ÷ 688 (Full Scale). This factor is applied to the Full Annual Bid Rate to compute the billable amount for that month. As more LCCCs go live each year, the factor increases from ~16% in Year 1 to 100% at full scale.
WP	Work Package	One of six contractual packages (WP-1 through WP-6) as defined in the Financial Bid Form F-1. Each WP has its own payment type, billing frequency, and conditions.
SAT	Site Acceptance Test	A field test conducted at each LCCC/RCCC/NCCC site upon commissioning. A signed SAT report from IHMCL is a mandatory prerequisite for counting that site as an Active Instance in the DISC and for triggering any CAPEX milestone payment linked to that site.

MS	Milestone	A formally defined stage of WP-1 software development (MS-1 to MS-7). Each Milestone has a defined set of deliverables and a deployment verification requirement. Payment against a Milestone is released only upon IHMCL's written Acceptance Certificate.
IHMCL Acceptance Certificate	—	A written document issued by IHMCL (or its authorised representative) confirming that the deliverables for a particular milestone, event, or activity have been received, reviewed, and accepted. No payment is released without this document.
Corridor	Deployment Corridor	A stretch of national highway managed by one LCCC. Each LCCC covers approximately 75-100 km. A new corridor is onboarded when a new LCC is commissioned and its ATMS software agent is live, data is flowing to the RCCC, and the SAT is signed.

4.1 General Payment Principles

All payments under this Contract shall be made in Indian Rupees (INR) only, in accordance with the payment schedule set out in this Section and in Schedule D, and shall be subject to the following principles derived from CVC guidelines, NHAI Financial Management Manual, and Ministry of Finance instructions:

- i. All payments shall be made through the Public Financial Management System (PFMS) or any other designated digital payment mechanism mandated by the Government of India;
- ii. No advance payment shall be made except as specifically authorized herein and as permitted under CVC / MoF guidelines;
- iii. Tax Deducted at Source (TDS) shall be deducted from all payments as per applicable Income Tax Act provisions;
- iv. GST shall be applicable on all payments as per the Goods and Services Tax laws in force;
- v. All payments are subject to IHMCL's satisfaction of the corresponding milestone or monthly SLA compliance;
- vi. In case of disputed amounts, the undisputed portion shall be released within the prescribed period.

4.2 Contract Price and Price Component

NATIONAL ATMS PLATFORM — PAYMENT TERMS					
#	Payment event	Timelines	Particular	Document required from SI	Amount basis
WP-1 CORE PLATFORM — ARCHITECTURE & DEVELOPMENT					
1.1	SRS baseline & Sandbox Environment ready	Month 2 (T0+2)	SRS Document signed off by IHMCL. Sandbox Environment Report for test setup	<i>Acceptance and Sign off from IHMCL</i>	10% of WP-1 (01-10)
1.2	All modules developed & integrations tested	Month 8 (T0+8)	All 18 ATMS modules unit tested and offered for Demonstration on Sandbox Environment with all 19 government integrations tested.	<i>Test Report Sign off from IHMCL on Pre-prod / Sandbox Environment</i>	35% of WP-1 (01-10)
1.3	Deployment in Live Production (LCCC / RCCC / NCCC)	Month 10 (T0+10)	Deployment of Platform on 10 LCCC, 1 RCCC and 1 NCCC First CERT-In VAPT report accepted by IHMCL.	<i>UAT sign-off certificate on each of LCCC, RCCC and NCCC CERT-In VAPT report</i>	20% of WP-1 (01-10)
1.4	System Acceptance / Go-Live (final balance)	Month 12 (T0+12)	System Acceptance Certificate (SAC) issued by IHMCL. DR test passed (RTO <2 hrs, RPO <4 hrs). All snags closed. Exit Plan submitted and accepted.	<i>Signed SAC DR test report Defect closure report Accepted Exit Plan</i>	35% of WP-1 (01-10) + 100% of WP-1 (11)
1.5	Program Management, Governance, Sandbox Testing and Documentation	Year 2 to Year 5	Sandbox Environment for multiple Vendor Platform testing, Enhancements, Bug Fixes, Program Management, Release Support, Traceability Matrix and Version Control Document	<i>Updated SRS document, Enhancement and Bix Fix Document, New vendor Platform Onboard and Testing Sandbox Environment Uptime Document</i>	Payment Quarterly in 16 equal installment for sum of WP-1(12 - 13)

NATIONAL ATMS PLATFORM — PAYMENT TERMS					
#	Payment event	Timelines	Particular	Document required from SI	Amount basis
WP-2 SOFTWARE ENHANCEMENT RETAINER Quarterly invoices Year 6 to Year 10 only (20 quarters total)					
2.1	Quarterly enhancement retainer — Years 6–8	Quarterly × 12 (Q1–Q4 each year) Years 6, 7, 8	Platform live and enhancement team deployed. Quarterly deliverables (features / fixes / improvements) reviewed and accepted by IHMCL. No critical unresolved defects from prior quarter.	<i>Quarterly deliverables Team deployment confirmation IHMCL quarterly review sign-off</i>	Payment Quarterly in 12 equal installment
2.2	Quarterly enhancement retainer — Years 9–10	Quarterly × 8 (Q1–Q4 each year) Years 9, 10	Reduced team profile as per Volume 2. Quarterly deliverables reviewed and accepted by IHMCL. No critical unresolved defects from prior quarter.	<i>Quarterly deliverables Team deployment confirmation IHMCL quarterly review sign-off</i>	Payment Quarterly in 8 equal installment
WP-3 DEPLOYMENT — PER NCCC / RCCC / LCCC COMMISSIONED Pro-rata Paid per site on SAT acceptance Quoted Per location Unit Rate					
3.1	LCCC/RCCC/NCCC commissioned	Year 1 - 10 (each Go-Live)	SAT Conducted and System Acceptance Certificate (SAC) issued.	<i>SAT report Go-live confirmation</i>	WP-3/ 688 Instances

NATIONAL ATMS PLATFORM — PAYMENT TERMS					
#	Payment event	Timelines	Particular	Document required from SI	Amount basis
WP-4 OPERATIONS & MAINTENANCE Quarterly invoices Year 2 to Year 10 (36 quarters total)					
4.1	Quarterly O&M Years 2–3 (full team)	Quarterly × 12 Years 2, 3	Platform uptime ≥99.5% for the quarter. SLA met — no critical breach open for >7 days. IHMCL issues Deployment Status Certificate (DSC) confirming active site count. All recurring O&M items (patches, DR simulation prep) delivered.	<i>Quarterly SLA & uptime report</i> <i>IHMCL-issued DSC (active site count)</i> <i>Team deployment confirmation</i> <i>Invoice itemising quarterly O&M rate</i>	Payment Quarterly in 8 equal installment
4.2	Quarterly O&M Years 4–7 (adjusted team)	Quarterly × 16 Years 4, 5, 6, 7	Same SLA conditions as 4.1. IHMCL DSC issued each quarter.	<i>Quarterly SLA & uptime report</i> <i>IHMCL DSC</i> <i>Team deployment confirmation</i> <i>Invoice itemising quarterly O&M rate</i>	Payment Quarterly in 16 equal installment
4.3	Quarterly O&M Years 8–10 (reduced team)	Quarterly × 12 Years 8, 9, 10	Same SLA conditions as 4.1. IHMCL DSC issued each quarter.	<i>Quarterly SLA & uptime report</i> <i>IHMCL DSC</i> <i>Team deployment confirmation</i> <i>Invoice itemising quarterly O&M rate</i>	Payment Quarterly in 12 equal installment
4.4	Annual DR test	Once per year (every year, 10 total)	Full DC→DR failover simulation completed. RTO <4 hrs and RPO <1 hr validated. IHMCL Tech Director signs DR test report.	<i>DR test report</i> <i>RTO/RPO validation certificate</i>	WP4-04 rate (per annual DR test)

NATIONAL ATMS PLATFORM — PAYMENT TERMS					
#	Payment event	Timelines	Particular	Document required from SI	Amount basis
STREAM 5 — WP-5 TRAINING, COMPLIANCE & SPECIALISED TOOLS Paid on actuals — per event on delivery and acceptance					
5.1	Training programme delivery	Per programme (up to 20 total over 10 years)	Training delivered to up to 30 IHMCL-nominated trainees. Assessment conducted. Results submitted to IHMCL. IHMCL Learning Manager signs attendance register.	Attendance register Training completion certificates Assessment results	WP5-01 unit rate × programmes delivered
5.2	CERT-In VAPT security audit	Per assessment (up to 10 total over 10 years)	CERT-In empanelled agency completes VAPT. All critical findings remediated within 30 days. Clean final VAPT report submitted and accepted.	VAPT report Remediation closure report CERT-In agency certificate	WP5-02 unit rate × assessments conducted
5.3	Compliance certification (ISO 27001 / STQC / MeitY / NCIIPC)	Per certification (up to 5 total)	Compliance assessment fully completed. Certification awarded or report issued. Submitted to IHMCL.	Certification award / assessment report IHMCL acceptance note	WP5-03 unit rate × certifications completed
5.4	Specialised engineering & security tools (SAST / DAST / API)	Annual subscription (per year, 9 years total)	Tools licences renewed / active. Tool usage report submitted to IHMCL. IHMCL confirms tools in active use.	Tool licence certificate / renewal proof Usage confirmation from IHMCL	WP5-05 unit rate × years active

GST @18% is payable additionally on all amounts. TDS shall be deducted at source per the Income Tax Act.

4.3 Invoice and Payment Processing

The payment processing procedure shall be as follows:

1. The IA shall submit tax invoices to IHMCL on or before the 5th (fifth) working day of each month for services rendered in the preceding month. Invoices shall be accompanied by SLA compliance reports, uptime logs, and any other supporting documentation as required by IHMCL.
2. IHMCL shall review and verify the invoice within 10 (ten) working days of receipt. If the invoice is found to be complete and in order, IHMCL shall certify the invoice for payment.
3. In case of any deficiency or dispute, IHMCL shall communicate its objections in writing within the 10-day review period. The IA shall resubmit a corrected invoice within 5 (five) working days of receiving IHMCL's objections.
4. Payment of undisputed amounts shall be released within 30 (thirty) days of IHMCL's certification of the invoice, in accordance with CVC Circular No. 01/03/06 dated 27.04.2006 on prompt payment to contractors.
5. All payments shall be made electronically (NEFT / RTGS / PFMS) to the IA's designated bank account. No cash payments shall be made.

4.4 Retention Money

In accordance with NHAI's Financial Management Manual and standard Government procurement practices:

- 5% (five percent) of the value of each monthly OPEX invoice shall be retained by IHMCL as Retention Money to secure the IA's performance obligations.
- The aggregate Retention Money shall not exceed 5% (five percent) of the total Contract Price.
- Retention Money shall be released within 60 (sixty) days of expiry or early termination of the Contract, subject to satisfactory completion of all obligations, handover, and exit management by the IA.
- In lieu of Retention Money deductions, the IA may furnish a Bank Guarantee of equivalent value, from an eligible bank in the format prescribed, which shall be valid for the O&M Period plus 90 days.

4.5 SLA-Linked Payment Deductions and Penalties

Monthly OPEX payments shall be subject to deductions based on SLA compliance, as set out in Schedule D — Service Level Agreement. The deduction principles, rates, and caps set out shall govern all SLA-based payment adjustments throughout the 10-year O&M Period. For the avoidance of doubt, SLA deductions apply to the monthly OPEX invoice value after the Retention Money deduction under Clause 4.4 but before GST is applied. The principles for SLA-based deductions are:

SLA Metric	Threshold	Deduction (% Monthly OPEX)	Cap
Platform Uptime (NCC + RCC + LCC)	< 99.5% but > 99%	2% per 0.1% shortfall	Max 10% per month
Platform Uptime	< 99% but > 98%	5% per 0.1% shortfall	Max 15% per month
Platform Uptime (Critical breach)	< 98%	15% of monthly OPEX	Subject to termination clause
Incident Response (P1)	Response > 15 minutes	0.5% of monthly OPEX per hour of delay beyond 15-minute SLA	Max 5% of monthly OPEX
Incident Resolution (P1)	Resolution > 4 hours	0.5% per hour beyond 4-hour SLA	Max 8% per month
Incident Response (P2)	Response > 30 minutes	INR 5,000 per 4-hour block	Max 3% of monthly OPEX
DR Test Failure (Annual)	Fail: RTO > 4 hrs or RPO > 1 hr	Remediation Plan within 30 days + P1 escalation	Potential termination if 2 consecutive years
API Gateway Response Time (VAHAN, SARATHI, FASTag, e-Challan, Rajmarg Yatra)	Average API response >2 seconds in any rolling 1-hour window, measured at the API Gateway	INR 5,000 per hour per integration endpoint beyond threshold	Max INR 1,00,000 per integration per month
Data Lake Ingestion SLA	Real-time data ingestion lag >60 seconds sustained for >30 minutes in any 24-hour period	INR 10,000 per hour of sustained breach beyond 60-second threshold	Max 3% of monthly OPEX
GIS/Dashboard Availability (NCC + RCC + LCC dashboards)	Any NCC/RCC dashboard unavailable >15 minutes; or >3 LCC dashboards simultaneously offline	INR 25,000 per hour of NCC/RCC dashboard downtime; INR 5,000 per LCC per hour	Max 5% of monthly OPEX
Incident SOP Dispatch Latency	SOP notification not dispatched to response agencies within 5 minutes of P1 incident creation	INR 5,000 per delayed SOP dispatch	Max 3% of monthly OPEX
Watch-List Alert Latency	Watch-list vehicle alert not generated and dispatched to Police system within	INR 2,000 per missed/delayed alert	Max 2% of monthly OPEX

	60 seconds of ANPR read		
Monthly SLA Report Submission	Monthly SLA Performance Report not submitted within 5 business days of month-end	INR 50,000 per day of delay beyond 5-business-day deadline	Max INR 5,00,000 per month
VAPT Remediation Timeline	Critical/High CVE findings from quarterly security patch cycle not remediated within 72 hours (Critical) or 14 days (High)	INR 1,00,000 per day for unremediated Critical finding; INR 25,000 per day for High	Escalation to IHMCL Board if Critical finding unremediated >7 days
DR Test (Annual) — Restoration	RTO >2 hours or RPO >4 hour during annual DR failover test	Remediation Plan within 30 days + INR 5,00,000 per test failure	2 consecutive failures trigger Performance Security invocation

The aggregate of all SLA-based deductions in any month shall not exceed 20% (twenty percent) of the monthly OPEX value. If deductions exceed 20% for 3 (three) consecutive months, IHMCL shall have the right to invoke the Performance Security and initiate termination proceedings under Clause 7.

4.6 Price Adjustment

The Contract Price and monthly OPEX rates are fixed and not subject to escalation during the Implementation Period or the initial O&M Period. If the Contract is extended for a further O&M period, the OPEX rate for the extended period shall be mutually negotiated and agreed in writing before the commencement of the extended period.

4.7 Change of Scope — Payment Procedure

Any Change of Scope (as defined in Clause 5.5) shall follow the procedure set out below and shall be paid for in addition to the base Contract Price:

1. IHMCL shall issue a written Change of Scope Request (CSR) to the IA specifying the proposed change.
2. The IA shall submit a Change Control Note (CCN) within 15 (fifteen) days of receiving the CSR, detailing the scope, technical approach, estimated cost (based on rate card in the Financial Bid), and timeline.
3. IHMCL shall review the CCN and, if acceptable, issue a Change of Scope Order (CSO) in writing, which shall form part of this Agreement.
4. Payment for Change of Scope work shall be on a milestone basis as agreed in the CSO, at pro-rata rates derived from the Financial Bid. No Change of Scope work shall be undertaken without a signed CSO.

4.8 Taxes and Statutory Deductions

- i. Goods and Services Tax (GST) shall be payable at the applicable rate on all taxable supplies under this Contract. The IA shall provide valid GST-compliant invoices.
- ii. Tax Deducted at Source (TDS) under the Income Tax Act, 1961 shall be deducted from all payments and deposited with the Government. TDS certificates shall be provided to the IA within the prescribed period.
- iii. Any other statutory levy, cess, or surcharge imposed after the Bid Due Date shall be borne by the IA unless specifically exempted or provided for herein.
- iv. All foreign currency payments (if any) shall be in accordance with FEMA regulations.

SECTION 5 — SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1 Time Schedule

Time is of the essence. The IA shall adhere to the approved 12-month implementation schedule. Liquidated Damages: 0.5% of total Implementation Contract Value per week of delay, capped at 10% of total Implementation Contract Value.

5.2 Liquidated Damages for Delay

If the Implementation Agency fails to achieve any Project Milestone (as specified in Clause 4.2) within the scheduled timeline, and such delay is not attributable to a Force Majeure event or IHMCL's default, Liquidated Damages shall be levied as follows:

- i. Rate: 0.5% (half percent) of the total Implementation Contract Value per week of delay, or part thereof.
- ii. Cap: The aggregate Liquidated Damages for delay during the Implementation Period shall not exceed 10% (ten percent) of the total Implementation Contract Value.
- iii. The levy of Liquidated Damages shall be without prejudice to IHMCL's right to terminate the Contract under Clause 7.
- iv. Liquidated Damages shall be recovered by deduction from the next pending payment invoice.

5.3 Performance Security

The Implementation Agency shall maintain the Performance Security (Bank Guarantee of 10% of the total Contract Price) in full force throughout the Contract Period and for 90 (ninety) days thereafter. In the event of any breach of this Agreement, IHMCL shall be entitled to invoke the Performance Security without notice.

5.4 Key Personnel

The Implementation Agency shall deploy the Key Personnel as specified in Schedule G. Key Personnel shall not be substituted or reassigned without IHMCL's prior written approval. IHMCL

may require the IA to replace any Key Personnel whose performance is unsatisfactory. Any replacement shall be of equivalent or higher qualification and experience.

5.5 Change of Scope

IHMCL may, at any time during the Contract Period, issue a Change of Scope Request (CSR) for additional work beyond the baseline Scope of Work. The procedure for Change of Scope is set out in Clause 4.7. The IA shall not be entitled to additional payment for:

- i. Software upgrades, report customisation, data analysis, system optimisation, routine troubleshooting, and performance tuning — these are deemed part of standard O&M obligations;
- ii. Works necessitated by the IA's own errors, omissions, or inadequate designs;
- iii. Works required to remedy defects or achieve SLA compliance.

5.6 Data Ownership and Protection

All data generated, processed, or stored by the Platform or in connection with the Services (including traffic data, vehicle data, incident data, sensor data, video data, and analytics outputs) is the exclusive property of IHMCL and shall be deemed IHMCL's data. The IA has no right to use, copy, distribute, sell, or exploit any such data for any purpose other than the performance of the Services. All data shall remain within MEITY-empanelled cloud infrastructure within Indian territory at all times.

The IA shall implement and maintain data localisation requirements in accordance with Applicable Laws and IHMCL's data governance policies, ensuring that all data is stored within India at all times. The IA shall comply with all applicable data protection laws, including the Information Technology Act, 2000 and its rules, and the Digital Personal Data Protection Act, 2023 (as enacted).

The IA shall establish and maintain a written data security policy covering: data classification; access controls; encryption at rest and in transit; secure data disposal; incident response; and data backup and recovery. The IA shall provide IHMCL with a copy of the data security policy on demand and notify IHMCL of any material change thereto.

Upon expiry or termination of the Contract, the IA shall return all IHMCL data in a format specified by IHMCL and securely delete all copies from the IA's systems within 30 (thirty) days, providing a certified deletion certificate to IHMCL.

5.7 Cybersecurity

The IA shall implement, maintain, and continuously improve a comprehensive cybersecurity framework for the Platform in compliance with:

- i. NCIIPC (National Critical Information Infrastructure Protection Centre) guidelines for Critical Information Infrastructure;
- ii. MeitY Cloud Security Policy and Data Localisation requirements;

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- iii. ISO 27001:2022 (Information Security Management Systems) and ISO 27701 (Privacy Information Management);
 - iv. OWASP (Open Web Application Security Project) Top 10 and SANS Top 25;
 - v. Zero Trust Architecture principles;
 - vi. CERT-In directions under Section 70B of the Information Technology Act, 2000.

The SDA shall conduct annual third-party Vulnerability Assessment and Penetration Testing (VAPT) by CERT-In empanelled auditors and share findings and remediation plans with IHMCL within 30 (thirty) days of completion.

The SDA shall deploy and maintain a Security Information and Event Management (SIEM) system, Endpoint Detection and Response (EDR), Intrusion Detection and Prevention Systems (IDS/IPS), and Data Loss Prevention (DLP) tools.

In the event of any actual or suspected cybersecurity incident: (a) the IA shall notify IHMCL's designated CISO within 4 (four) hours of detection; (b) provide a full incident report within 24 (twenty-four) hours; (c) report to CERT-In within 6 (six) hours as required by Applicable Law; (d) take immediate containment and remediation steps; (e) cooperate fully with any investigation; and (f) provide a root cause analysis report within 72 (seventy-two) hours.

The SDA shall maintain a dedicated Security Operations Centre (SOC) with 24x7 monitoring capability throughout the Contract.

5.8 Sub-Contracting

The IA shall not sub-contract any part of the Services without IHMCL's prior written approval. A request for approval of sub-contracting shall specify: (a) the proposed sub-contractor's name and credentials; (b) the scope to be sub-contracted; (c) the rationale for sub-contracting. IHMCL shall respond within 15 (fifteen) days of receiving a complete request.

Approval of sub-contracting shall not relieve the IA of any of its obligations or liabilities under this Contract. The IA shall be responsible for all acts and omissions of its sub-contractors as if they were the IA's own acts and omissions. The IA shall ensure that all sub-contractors are bound by the same obligations regarding confidentiality, IPR, cybersecurity, and compliance as the IA.

IHMCL may, at its discretion, prohibit the IA from using a proposed sub-contractor that IHMCL reasonably believes to have: (a) a conflict of interest; (b) insufficient technical capacity; or (c) been previously debarred.

5.9 Exit Management

The Implementation Agency shall submit a detailed Transition and Exit Management Plan with its Technical Bid. The exit management period shall commence 3 (three) months before the expiry of the Contract Period or from the effective date of termination. During this period, the IA shall:

1. Provide full shadow support to the successor agency or IHMCL for at least 3 (three) months;
 2. Handover all documentation, source code, binaries, configuration files, and credentials;
 3. Provide complete documentation for the entire system to IHMCL / successor agency;
 4. Handover all AMC support documents and OEM credentials;
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5. Provide a complete inventory of all assets created for the Project;
 6. Conduct knowledge transfer sessions and detailed walk-throughs for IHMCL personnel;
 7. Close all open critical issues and document all pending non-critical issues;
 8. Ensure continuity of services with no disruption during transition;
 9. Cooperate with any audit or assessment during the transition period.
 10. Conduct knowledge transfer on DC1, DR1, and all RCC and NCC cloud architecture

All exit management activities shall be performed by the IA at no additional cost to IHMCL. The IA shall be formally released from the Contract only upon IHMCL's written acceptance of successful exit.

5.10 Conflict of Interest

The IA shall take all necessary measures to prevent conflicts of interest between its duties under this Contract and other activities. The IA shall disclose to IHMCL, in writing, without delay, any situation that constitutes or may reasonably constitute a conflict of interest. IHMCL shall have the right to determine, acting reasonably, whether a conflict of interest exists and to direct the IA to take remedial measures. The IA shall not use its position under this Contract to obtain personal benefit for itself, its shareholders, directors, or employees beyond the compensation specified in this Contract. The IA represents and warrants that it has no undisclosed conflict of interest as at the Effective Date.

5.11 Personnel

The IA shall employ and maintain qualified Key Personnel and sufficient additional personnel to perform the Services in full compliance with the Contract. The following obligations apply:

1. Key Personnel as specified in Schedule G shall be assigned to the Project from the Commencement Date and shall not be removed or replaced without IHMCL's prior written approval. Replacements shall be of equivalent or higher qualification and experience.
 2. IHMCL may request the replacement of any personnel who, in IHMCL's opinion, is not performing their duties adequately or whose conduct is unacceptable. The IA shall comply with such request within 15 (fifteen) days.
 3. All IA personnel assigned to this Contract shall be lawfully employed, properly screened (including background verification and police clearance), and adequately trained. The IA shall maintain valid work authorisation for all personnel.
 4. The IA shall comply with all applicable labour laws including the Contract Labour (Regulation and Abolition) Act, 1970; the Employees' Provident Funds and Miscellaneous Provisions Act, 1952; the Employees' State Insurance Act, 1948; the Minimum Wages Act, 1948; the Payment of Bonus Act, 1965; the Payment of Gratuity Act, 1972; the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013; and all other applicable laws. IHMCL shall have no liability to any IA employee or sub-contractor.
 5. The IA shall not employ any person who is a Government servant or who has a conflict of interest with IHMCL's operations without prior written approval.
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6. The IA shall designate a Project Manager who shall be the IA's primary point of contact with IHMCL. The Project Manager shall have full authority to make decisions on behalf of the IA on all matters relating to this Contract.

SECTION 6 — FORCE MAJEURE

6.1 Definition of Force Majeure

"Force Majeure" means an event or circumstance beyond the reasonable control of a Party, which could not have been prevented by the exercise of reasonable foresight or due diligence, including: acts of God (earthquake, flood, cyclone, lightning, epidemic); acts of war, armed conflict, or terrorism; government-imposed blockades or sanctions; nationwide strikes or civil disturbances not attributable to the affected Party. Force Majeure shall NOT include: commercial hardship, delays by sub-contractors, equipment failures, or lack of funds, CSP outages that are covered by the IA's SLA with the CSP, equipment failures, cloud cost overruns, or delays by IA sub-contractors. The affected Party shall notify the other within 5 days and resume performance as soon as the event ceases. If Force Majeure continues for more than 60 consecutive days, either Party may terminate with 30 days' written notice.

6.2 Notification and Mitigation

A Party claiming Force Majeure shall notify the other Party in writing within 5 (five) days of occurrence of the event, describing the nature, expected duration, and impact on Contract obligations. The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure event and shall resume performance as soon as the event ceases. The Contract Period shall be extended by the period of delay attributable to Force Majeure, without additional payment.

6.3 Termination for Prolonged Force Majeure

If a Force Majeure event continues for more than 60 (sixty) consecutive days, either Party may terminate the Contract by giving 30 (thirty) days' written notice. In such case, IHMCL shall pay the IA for Services actually rendered and accepted up to the date of termination, and the Performance Security shall be returned without deduction.

SECTION 7 — EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default by the Implementation Agency

Each of the following shall constitute an Event of Default by the Implementation Agency:

1. Failure to achieve any Project Milestone (incl. DC1 commissioning, DR1 commissioning, RCC and NCC cloud activation) within 30 (thirty) days of the scheduled date, unless due to a Force Majeure event or IHMCL's default;
2. Failure to maintain the Platform uptime as per SLA requirements for 3 (three) consecutive months;
3. Material breach of any provision of this Agreement that is not remedied within 30 (thirty) days of written notice from IHMCL;
4. Insolvency, bankruptcy, or passing of a winding-up order against the IA;
5. Conviction of the IA or its Key Personnel under the Prevention of Corruption Act, 1988 or any other anti-corruption legislation;
6. Violation of the Integrity Pact or engagement in any corrupt, fraudulent, collusive, or coercive practice;
7. Unauthorized assignment or sub-contracting of this Agreement;
8. Material misrepresentation or submission of false documents;
9. Failure to furnish or maintain the Performance Security as required.

7.2 Events of Default by IHMCL

Each of the following shall constitute an Event of Default by IHMCL:

1. Failure to make undisputed payments within 60 (sixty) days of their due date;
2. Material breach of IHMCL's obligations under this Agreement not remedied within 30 (thirty) days of written notice from the IA.

7.3 Consequences of Default

Upon occurrence of an Event of Default by the Implementation Agency, IHMCL shall have the right to:

1. Invoke the Performance Security (Bank Guarantee);
2. Recover Liquidated Damages and any other amounts due;
3. Terminate the Contract with immediate effect by written notice;
4. Take over the Platform and all related assets and IPR;
5. Engage a replacement agency to complete the Project, at the IA's risk and cost;

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6. Debar the IA from future IHMCL / NHAI / MoRTH procurements for a period of up to 5 years;
 7. Report the matter to CVC, CBI, or other competent authority.

7.4 Termination for Convenience

IHMCL may terminate this Contract for convenience at any time by giving 60 (sixty) days' written notice to the Implementation Agency. In such case, IHMCL shall pay the IA for all Services satisfactorily rendered up to the date of termination, and the Performance Security shall be returned without deduction. No other compensation or damages shall be payable to the IA on termination for convenience.

7.5 Consequences of Termination

Upon termination of this Contract for any reason:

- The IA shall immediately cease all Services and hand over the Platform, all related assets, data, documentation, source code, and credentials to IHMCL;
- The IA shall cooperate fully with IHMCL and any replacement agency during the transition period;
- All confidentiality, IPR, audit, and indemnification provisions shall survive termination;
- IHMCL shall pay all amounts certified as due to the IA, less any amounts owed by the IA to IHMCL (including liquidated damages, SLA deductions, and Performance Security invocation).

SECTION 8 — DISPUTE RESOLUTION

Disputes shall be resolved in sequence: (1) Amicable settlement within 15 days of Dispute Notice; (2) Senior Management Referral within 15 days + 30-day resolution window; (3) Independent External Monitor (IEM) for Integrity Pact matters; (4) Mediation/Conciliation under Mediation Act 2023; (5) Binding Arbitration under the Arbitration and Conciliation Act 1996 — 3 arbitrators, seat New Delhi, English language, award within 12 months. Courts at New Delhi have exclusive jurisdiction.

8.1 Amicable Settlement

In the event of any dispute, difference, or claim arising out of or in connection with this Contract, the Parties shall first attempt to resolve the dispute through good-faith negotiations at the operational level within 15 (fifteen) days of one Party notifying the other of the dispute in writing ("Dispute Notice").

8.2 Senior Management Referral

If the dispute is not resolved within 15 days of the Dispute Notice, either Party may refer the matter to the senior management of both Parties for resolution. Senior management shall meet within 15 (fifteen) days of such referral and attempt to resolve the dispute. If unresolved within a further 30 (thirty) days, the Dispute shall proceed to the next stage.

8.3 Independent External Monitor (IEM)

For matters involving alleged violations of the Integrity Pact or procurement irregularities, the aggrieved Party may refer the matter to the Independent External Monitor (IEM) appointed by IHMCL in accordance with CVC guidelines. The IEM's recommendation shall be advisory and shall be communicated within 30 (thirty) days of referral.

8.4 Mediation and Conciliation

If the dispute remains unresolved, the Parties may, by mutual agreement, refer the matter to mediation or conciliation under the Mediation Act, 2023 or the Arbitration and Conciliation Act, 1996 (Part III). Any settlement reached through mediation or conciliation shall be binding on both Parties.

8.5 Arbitration

Any dispute not resolved through the procedures in Clauses 8.1 to 8.4 shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The following conditions shall apply:

- i. The arbitral tribunal shall consist of 3 (three) arbitrators — one appointed by each Party, and the third (Presiding Arbitrator) appointed by mutual agreement of the two party-appointed arbitrators.
- ii. The seat of arbitration shall be New Delhi, India.
- iii. The language of arbitration shall be English.

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- iv. The arbitral proceedings shall be conducted expeditiously and the arbitral award shall be rendered within 12 (twelve) months of constitution of the arbitral tribunal.
 - v. The award of the arbitral tribunal shall be final and binding on both Parties and may be enforced in any court of competent jurisdiction.
 - vi. Each Party shall bear its own costs of arbitration, unless the arbitral tribunal directs otherwise.
 - vii. During the pendency of arbitration proceedings, both Parties shall continue to perform their respective obligations under this Contract.

SECTION 9 — REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of IHMCL

IHMCL represents and warrants that:

- 1. It is duly incorporated and validly existing under the laws of India and has full authority to enter into and perform its obligations under this Agreement;
- 2. The execution, delivery, and performance of this Agreement have been duly authorised by all necessary corporate approvals;
- 3. It shall provide timely access to information, data, and IHMCL facilities as reasonably required by the IA for performance of its obligations.

9.2 Representations and Warranties of the Implementation Agency

The Implementation Agency represents and warrants that:

- 1. It is a company duly incorporated and validly existing under the laws of India and has full power and authority to enter into and perform its obligations under this Agreement;
 - 2. The execution and performance of this Agreement do not violate any applicable law, regulation, or order, and do not conflict with the IA's constitutional documents or any agreement to which the IA is a party;
 - 3. All information, documents, and representations made by the IA in its Bid and during the evaluation process are true, accurate, and complete;
 - 4. The IA has the requisite technical expertise, qualified personnel, tools, infrastructure, and financial capacity to perform the Services;
 - 5. All software, systems, and methodologies used by the IA in performing the Services are legally licensed or owned by the IA;
 - 6. The IA shall comply with all Applicable Laws, including all anti-corruption, anti-money laundering, and labour laws;
 - 7. No sums have been paid or will be paid, by or on behalf of the IA, to any Government official or agent, by way of fees, commission, or otherwise, for securing the award of this Contract;
 - 8. There are no pending or threatened legal proceedings that could adversely affect the IA's ability to perform its obligations under this Agreement;
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9. The IA shall ensure that no end-of-support products are used in the Platform at any time during the Contract Period.

9.3 Indemnification

The Implementation Agency shall indemnify and hold harmless IHMCL, its directors, officers, employees, and agents from and against any and all losses, damages, penalties, costs, claims, actions, or proceedings arising from:

- i. Any breach by the IA of its representations, warranties, or obligations under this Agreement;
- ii. Any third-party claims for intellectual property infringement arising from the IA's work;
- iii. Any negligence, wilful misconduct, or fraud by the IA or its sub-contractors;
- iv. Any non-compliance with Applicable Laws by the IA or its sub-contractors;
- v. Any claim by the IA's employees or sub-contractors' employees arising from employment or labour law violations.

9.4 Cap on Liability

The total liability of the Implementation Agency to IHMCL under or in connection with this Agreement (other than for death, personal injury, fraud, or wilful misconduct) shall not exceed the total Contract Price. The total liability of IHMCL to the IA shall not exceed the total Contract Price.

SECTION 10 — ANTI-CORRUPTION, FRAUD PREVENTION, AND CVC COMPLIANCE

10.1 CVC Guidelines Compliance

All activities under this Contract shall be conducted in strict compliance with the guidelines, circulars, and directives issued by the Central Vigilance Commission (CVC), Government of India, as amended from time to time. Key CVC provisions applicable to this Contract include:

- i. CVC Circular No. 98/DSP/8 — Systematic improvement in vigilance administration and two-bid system;
- ii. CVC Circular No. 015/VGL/011 — Integrity Pact framework;
- iii. CVC Circular No. 04/01/11 — Guidelines on preventing corruption in public procurement;
- iv. CVC Circular No. 01/03/06 — Prompt payment to contractors;
- v. CVC Guidelines on e-procurement and digital processes;
- vi. All other CVC circulars and OMs applicable to this Contract.

10.2 Prohibition on Corrupt and Fraudulent Practices

In accordance with the Prevention of Corruption Act, 1988, and CVC guidelines, both Parties agree and undertake that:

- i. No Party shall directly or indirectly offer, give, request, accept, or condone any gift, payment, commission, facilitation fee, or any other benefit of any kind to or from any Government official, employee, or agent in connection with this Contract;
- ii. All transactions under this Contract shall be transparent, documented, and conducted through official banking channels;
- iii. The Parties shall maintain adequate systems and controls to prevent, detect, and report fraud and corruption;
- iv. Any suspicion or evidence of fraud or corruption shall be immediately reported to the IEM, IHMCL's vigilance officer, and/or the CVC.

10.3 Record Keeping and Transparency

In compliance with CVC guidelines and the Right to Information Act, 2005:

- i. IHMCL shall maintain a complete procurement record including all bids received, evaluation sheets, minutes of meetings, and decisions taken;
- ii. The IA shall maintain accurate books of accounts and financial records related to this Contract for a minimum of 7 (seven) years;
- iii. All change of scope orders, variations, and contract amendments shall be properly documented, justified, and approved at the appropriate level of IHMCL;
- iv. IHMCL shall publish the contract award details on its website and the Government's transparency portal in accordance with applicable rules.

10.4 Integrity Pact — Summary of Obligations

The Integrity Pact shall form an integral and enforceable part of this Contract. The Parties confirm their obligations under the Integrity Pact as set out in Volume 1 and reiterate their commitment to zero tolerance for corruption in the execution of this Contract.

10.5 Whistleblower Protection

Any employee of the IA/SDA who reports, in good faith, any suspected corrupt, fraudulent, or unethical conduct by any person in connection with this Contract shall be protected from retaliation. The IA shall have an internal whistleblower policy and shall not take adverse action against any such employee. Reports may also be submitted directly to the IEM or CVC.

SCHEDULE A — SCOPE OF WORK AND DELIVERABLES

The detailed Scope of Work is set out in Volume 2 — Scope of work and Requirements Specifications.

SCHEDULE B — TECHNICAL STANDARDS AND SPECIFICATIONS

The Unified NHAI ATMS Software shall comply with the following technical standards, as detailed in Volume 2 — Technical Specifications:

Standard / Guideline	Applicability
MeitY Cloud Computing Policy (GCC Framework)	Cloud infrastructure and data localisation — mandatory for DR of NCCC instances
NCIIPC Guidelines for Critical Information Infrastructure	CII classification and protection for the ATMS platform
ISO 27001:2022	Information Security Management System — platform software
ISO 20000-1:2018	IT Service Management — 10-year O&M framework
NIST SP 800-207	Zero Trust Architecture — applied to platform and cloud infrastructure
OWASP Top 10	Web application and API security
MQTT 3.1.1 / 5.0	IoT device communication protocol (field to LCCC, LCCC to RCCC)
CERT-In Directions (April 2022)	6-hour incident reporting; log retention; NTP synchronisation
MoRTH / NHAI ATMS Policy 2023	Traffic management and highway standards